



Fostering agreement

FOR THE TEMPORARY FOSTERING OF ANIMALS

We are really pleased that you are volunteering to foster animals for us; now we just need to complete a few legal T & Cs to confirm the fostering arrangement!

This Agreement is to be completed by the RSPCA representative on behalf of the RSPCA. It should then be signed by both the Fosterer and RSPCA representative where indicated.

A FEW DETAILS ABOUT THE FOSTERER

Name of all adults who will be responsible for the foster animal

The 'fosterer'

Address

Postcode

Telephone number(s)

VETERINARY COVER

Nominated vet practice name

Practice address

Postcode

Practice telephone number

Emergency Nominated vet practice name (if different from above)

Practice address

Postcode

Practice telephone number

A FEW DETAILS ABOUT THE RSPCA

The 'RSPCA' meaning:

The Royal Society for the Prevention of Cruelty to Animals registered charity number 219099 of Wilberforce Way, Southwater, Horsham, West Sussex RH13 9RS

Tick here if the national Society is party to the Agreement

OR

The Committee of the Royal Society for the Prevention of Cruelty to Animals

Tick here if the Branch is party to the Agreement

Branch

.....
Branch registered charity number:

RSPCA contact name _____

RSPCA contact address _____

RSPCA contact telephone number _____

Outside of opening hours you can contact _____

In consideration of the RSPCA meeting the necessary veterinary costs for the fostered animal and providing equipment and supplies to the Fosterer (the sufficiency of which is hereby acknowledged) and in consideration of the agreements by the Fosterer contained herein, the RSPCA hereby grants to the Fosterer the temporary care of the Animal(s) as specified in the Schedule upon the following terms and conditions:-

FOSTERING TERMS & CONDITIONS ("TERMS")

1. Fostering is defined as an arrangement to provide temporary accommodation and care for the Animal in accordance with these terms and conditions and the Fosterer agrees to return the Animal or allow the RSPCA to collect the Animal at the end of the fostering agreement or earlier, where requested by the RSPCA.
2. The RSPCA remains responsible for the Animal during the foster period as either having been signed over to the care of the RSPCA or placed in the care of the RSPCA. The Animal is not the property of the fosterer and this Agreement neither confers nor creates any rights of ownership or title in the Animal in favour of the Fosterer.
3. Until such time as the RSPCA requests the return of or collects the Animal, the RSPCA agrees to pay all necessary veterinary fees incurred in relation to the Animal subject to the provisions of paragraph 6 below save that the Fosterer shall pay any veterinary fees which arise as a consequence of either the negligence or deliberate act of the Fosterer or the Fosterer's family and friends.
4. The Fosterer confirms that no person residing in their household is disqualified from keeping animals or has had a deprivation order made under the Animal Welfare Act 2006 and/or has an unspent conviction for offences relating to animals.
5. The Fosterer agrees to:
 - i. Only accommodate the Animal at the private address as shown on the front of this agreement unless otherwise agreed with the RSPCA;
 - ii. Obtain written consent from the landlord if the private address is rented;
 - iii. Provide for the welfare of the Animal in accordance all relevant regulations, legislation and laws concerning the welfare, control, responsible ownership and protection of animals including without limitation the Animal Welfare Act 2006 and Codes of Practice issued under the 2006 Act;

- iv. Provide for the welfare of the Animal in accordance with RSPCA policies, minimum standards, minimum expectations and guidance provided to the Fosterer and in particular to provide the Animal with adequate space, shelter, security, wholesome food, free access to fresh drinking water, warmth, lighting, bedding, grooming and exercise as required for its species/type;
- v. Promptly report to the RSPCA the condition of any Animal giving cause for concern;
- vi. Maintain written animal care records on the paperwork provided by the RSPCA;
- vii. Not breed from the Animal;
- viii. Not to use the Animal, or permit the Animal to be used, for the hunting of live quarry;
- ix. Not to leave the Animal without companionship for extended periods;
- x. Notify the RSPCA within 12 hours should the Animal become lost or missing;
- xi. Allow the RSPCA to visit and view the Animal:-
 - i. At any reasonable time for routine visits; and
 - ii. At any time if the RSPCA is concerned about the welfare of the Animal;
- xii. Transport the animal to the RSPCA and/or veterinary practice when reasonably requested to do so
- xiii. Observe any RSPCA guidelines on animal care and health notified to the Fosterer;
- xiv. Promptly notify the RSPCA if the Fosterer's circumstances change in any way which may affect their ability to care for the Animal as required by this Agreement;
- xv. Worm the Animal regularly with appropriate veterinary-licensed products, as discussed with the RSPCA and the Nominated Veterinary practice.
- xvi. Present the Animal, on request by the RSPCA, for inspection by Defence/Prosecution vet or expert.

6. The Fosterer agrees to obtain any necessary veterinary treatment for the Animal in accordance with the following provisions:-

- i. Except in an emergency where it is not practical to do so, notify the RSPCA in advance of the need for veterinary treatment for an Animal and gain the RSPCA's consent to the treatment beforehand;
- ii. Except in an emergency where it is not practical to do so, to obtain treatment for the Animal from the Nominated Vet, or where no veterinary surgeon/practice has been nominated by the RSPCA, from a veterinary surgeon selected by the Fosterer;
- iii. Transport the Animal to obtain the veterinary treatment in a suitable vehicle or where necessary in view of the Animal's clinical condition, arrange for a veterinary surgeon to attend the Animal at the place where the Animal is being kept;
- iv. Follow any instructions given by the veterinary surgeon;
- v. Not allow any Animal to be destroyed without the prior approval of the RSPCA, except where delay would cause unnecessary suffering to the Animal in which case the Fosterer must obtain a certificate to this effect from the veterinary surgeon;
- vi. Where the RSPCA is liable to pay veterinary fees in accordance with paragraph 3, as soon as practicable, provide the RSPCA with an invoice for any veterinary fees paid and details of any veterinary treatment received by the Animal, including details of ailment, the veterinary surgeon, the treatment given and the prognosis.

7. The Fosterer accepts and agrees that: -

- i. Any substantive decisions about the welfare of the Animal must be taken by the RSPCA;
 - ii. The Equipment and Agreed Supplies, as list in the schedule, are and will remain the property of the RSPCA and the Fosterer will neither obtain nor claim any right of ownership or title for the Equipment or Agreed Supplies as a result of this Agreement.
8. The RSPCA will endeavour, where practicable, to ensure that the Animal is free from obvious disease (other than as notified to the Fosterer) but it cannot guarantee that that is the case. The Fosterer should bear in mind the risks associated with caring for the Animal, including amongst other risks, those identified in any advice supplied by the RSPCA.
9. The Fosterer confirms to the RSPCA that he/she is knowledgeable in caring for animals of the species which the Fosterer accepts for Fostering, and that the Fosterer is aware of the risks and hazards associated with caring for such animals.
10. The Fosterer confirms that when using a private vehicle for transporting the animal, or in connection with any other activity relating to fostering, that: -
 - i. They hold a current, full and valid UK driving licence.
 - ii. They hold current motor insurance for the vehicle used and have confirmed with their insurers that they are covered for volunteering use.
 - iii. The vehicle used, if over three years old, has a valid MOT certificate.
11. The Society accepts no responsibility as to the description, condition, health or behaviour of the Animal, and gives no warranty of any kind expressed or implied.
12. Information concerning the habits and past history of the Animal may be passed on by the Society to the Fosterer in good faith. The Society is unable to accept liability for any consequences whatever resulting from events attributable to the failure to give information or the transmission of wrong information.
13. The RSPCA shall not be liable for any loss or damage to the Fosterers property save death or personal injury caused by the RSPCA's negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by applicable law.
14. Injury or damage to third parties caused by an animal in foster care should be covered by the RSPCA's public liability insurance in most cases. However, that insurance would not cover the fosterer where:
 - i. The fosterer is negligent;
 - ii. The injury or loss is caused by a deliberate act or omission on the part of the fosterer;
 - iii. The fosterer uses the animal for a purpose that hasn't been authorised by the RSPCA in advance;
 - iv. The fosterer uses the animal for hire or reward in the course of any business, profession or occupation of the fosterer; or
 - v. Where the injury, damage or loss is covered by any insurance held by the fosterer.

If you (whilst carrying out your duties as a fosterer) or the animal are involved in an incident that causes injury to you, the foster animal or any other person or animal, it must be reported to your fostering coordinator at the earliest opportunity.

15. The Fosterer agrees to return the Animal to the RSPCA, or allow the Animal to be collected, when requested by the RSPCA. If the Animal's welfare is at risk the Fosterer agrees to return the Animal to the RSPCA, or allow them to be collected, immediately on the request of the RSPCA. If the Animal's welfare is not at risk, the Fosterer agrees to return the Animal to the RSPCA, or allow them to be collected, within **two** days of the RSPCA's request.

- i. If the Fosterer withholds return of the Animal to the RSPCA/legal owner, the Fosterer will be liable for any criminal and/or civil action taken by the legal owner.
- 16. This Agreement may be terminated by either party on 14 days notice in writing, unless the parties agree an alternative period of notice.
- 17. The RSPCA shall provide the Fosterer with the Agreed Supplies for use by the fosterer in caring for the Animal. The Agreed Supplies will be detailed in the Schedule.
- 18. The Fosterer shall return to the RSPCA any Equipment and Agreed Supplies on being requested to do so by the RSPCA.
- 19. Where the Animal is fostered on behalf of a branch of the RSPCA any rights which may be exercised by the Branch under this Agreement may also be exercised by the RSPCA National Society (registered charity number 219099).

SIGNED BY FOSTERER (each adult who will be responsible for the Animals must sign)

Please tick to confirm that you have been given, and read, the booklet *General information on fostering an animal in RSPCA care*

Signature

Date

Signature

Date

SIGNED BY RSPCA REPRESENTATIVE

ID check completed

Signature

Date

Fostered Animal Schedule

A few details about the foster animal 'the Animal'

Name _____ RSPCA animal ref no _____

Breed/type _____

Age _____ Sex _____

Colour _____ ID number _____

Characteristics _____

Veterinary information

Diet

AGREED SUPPLIES & EQUIPMENT

Use this box to record any Agreed Supplies (consumables) and Equipment (non-consumables):

SIGNED BY FOSTERER

Signature _____

Date _____

SIGNED BY RSPCA REPRESENTATIVE

Signature _____

Date _____